situs. Furthermore, the opinion intimates that a tax on negotiable receipts themselves as representing value within the jurisdiction, owing to their negotiability, might be supportable. *Cf.* *Stern* v. *The Queen*, [1896] 1 Q. B. 211; but *cf.* *Buck* v. *Beach*, 206 U. S. 392, and cases cited in 3 Beale, Cas. on Conf. of L. 132–151.

TORTS — INTERFERENCE WITH BUSINESS — EFFECT OF WRONGFUL MOTIVE. — The defendant, a banker, a man of wealth and influence in the community, maliciously established a barber shop, and used his personal influence to attract customers to his shop from the plaintiff's barber shop, not for the purpose of serving any legitimate end of his own, but for the sole purpose of injuring the plaintiff, whereby the plaintiff's business was ruined. *Held*, that the plaintiff has a good cause of action. *Tuttle* v. *Buck*, 119 N. W. 946 (Minn.).

This case is noteworthy as squarely deciding that an act may be a tort because of the wrongful motive of the actor. The decision is a strong one, and shows a tendency to recognize a principle that has made its way with much difficulty in the face of some of our greatest authorities. It is interesting to note that this very case, while it presents a novel decision, has often been suggested as a test case by eminent judges and writers. For a full discussion of this principle see 2 HARV. L. REV. 19; 8 *ibid.* 1, 200, 377; 11 *ibid.* 449; 15 *ibid.* 427; 16 *ibid.* 237; 17 *ibid.* 511; 18 *ibid.* 411, 423, 444; 20 *ibid.* 253, 345, 429; 22 *ibid.* 501.

TRANSFER OF STOCK — CONVERSION BY INNOCENT HOLDER OF STOCK CERTIFICATES INDORSED IN BLANK. — The plaintiff bank, to which stock certificates indorsed in blank had been pledged, delivered them to an employé to be surrendered to the pledgor on payment of the loan. The employé through the defendant, a stockbroker, who was innocent of these facts, sold the stock and absconded with the proceeds. The bank sued the defendant for conversion. *Held*, that the defendant having acted on the apparent ownership of the bank's employé should be protected. *National Safe Deposit, Savings, and Trust Co.* v. *Hibbs*, Chic. Leg. News 296 (D. C., Ct. App., Feb. 2, 1909).

At common law a stock certificate indorsed in blank is a non-negotiable instrument. But for mercantile convenience it has come to be looked on by the courts as "quasi-negotiable," so as to give a *bona fide* purchaser from the agent or pledgee of the owner title by estoppel. *McNeil* v. *Tenth National Bank*, 46 N. Y. 325. When, however, a certificate is lost or stolen, an innocent purchaser from the finder or thief acquires no title. *East Birmingham Land Co.* v. *Dennis*, 85 Ala. 565. As to whether an innocent agent or broker in selling for a fraudulent pledgee is guilty as a converter, there is a conflict of authority. It would seem that if an innocent purchaser is protected on the theory of estoppel the principal case was clearly right in giving a similar defense to an innocent agent, since in this respect consideration is immaterial. *Cf.* *Higgins* v. *Lodge*, 68 Md. 229. But see *Kimball* v. *Billings*, 55 Me. 147. Mercantile convenience would be served if stock certificates were made negotiable by statute, so that the holder of a certificate indorsed in blank would have an absolute right to registration on the books of the company instead of merely possessing documentary evidence of that right.

WILLS — EXECUTION — EXECUTOR AS ATTESTING WITNESS. — The attesting witnesses to a will were also named as executors. A statute provided that a will be attested by "credible witnesses"; that any beneficial interest given to an attesting witness should be void unless the will were otherwise sufficiently attested; and that the witness beneficially interested be compellable to testify on the residue of the will. *Held*, that the executors named are not "credible witnesses" within the statute, but that they may be compelled to testify, and will be barred from acting as executors. *Jones* v. *Grieser*, 87 N. E. 295 (Ill.).

The courts have defined the terms "credible" and "competent," when applied to attesting witnesses, as meaning persons legally qualified to testify in a court of justice. *In the matter of Noble*, 124 Ill. 266. And the competency is to be judged as of the time of attestation. *Hoft* v. *State*, 72 Tex. 281.

Under the common law rule any interested person was disqualified as a witness in any legal proceeding. See *Sears* v. *Dillingham*, 12 Mass. 357. Thus one who took under the will could not be a competent attesting witness. *Trotters* v. *Winchester*, 1 Mo. 292. And the statutes which make interested parties competent witnesses are not applied to attesting witnesses, either because of express limitation in the statute, or under the interpretation of the courts. *Warren* v. *Baxter*, 48 Me. 193; *Elliot* v. *Brent*, 17 D. C. 98. It has been held that when an attesting witness is incompetent, as being a beneficiary, the whole will is invalidated. *Holdfast I. Anstey* v. *Dowsing*, 2 Str. 1253. But by an English statute the gift to the witness was made void and the witness competent. 25 GEO. II. c. 6. This statute has been followed generally in this country. But by the weight of authority an executor is not a person beneficially interested under the will, and is therefore a competent attesting witness and may retain his executorship. *Stewart* v. *Harriman*, 56 N. H. 25. The opposite holding in the principal case seems unjustifiable.

BOOK REVIEWS.

HISTORY OF THE HARVARD LAW SCHOOL AND OF EARLY LEGAL CONDITIONS IN AMERICA. By Charles Warren. In three volumes. New York: Lewis Publishing Co. 1908. pp. xiii, 543; 560; 397. 8vo. By subscription. $25.00.

Although this work deals principally with the Harvard Law School, it has a somewhat larger scope, as the full title indicates. The first volume begins with about two hundred and fifty pages on the legal profession in England and America from the settlement of New England to the foundation of the Harvard Law School; and this discussion includes some account of the beginnings of the profession throughout all the original states, with a description of some early law books and of the mode of education for the bar. There follows an account of the founding and early years of the Harvard Law School, with biographical details as to the first professors and the founders of their professorships; and in this part of the volume there are two chapters on topics of a more general nature — "The Bar and the Law, 1815–1830," and "The Charles River Bridge Case." The second volume brings the history of the Harvard Law School to the present day, and contains also chapters on the development of law throughout the United States, entitled "The Era of Railroad and Corporation Law," "The Federal Bar and Law, 1830–1860," and "New Law, 1830–1860." The third volume gives a list of the students of the Harvard Law School from the beginning, with biographical details as to many. Each volume contains illustrations,— principally Harvard Law School buildings, deceased instructors, and class groups.

It would seem that most persons who have examined these volumes have restricted themselves to pointing out defects. The chief criticisms have been that the price is unreasonable; that the typographical errors — especially in the list of students, with which, unfortunately the author had nothing to do — are too numerous; that the illustrations are not well executed; and that there has been an inclusion of too much matter foreign to the history of the Harvard Law School.

Although those criticisms are just and weighty, they should not be permitted to prevent the recognition of features deserving praise. The chapters on the general state of the law, covering about four hundred pages of the first two volumes, may not be very appropriate in a history of the Harvard Law School; but they contain much interesting matter not easily accessible elsewhere, and with some revision and verification they might serve as a readable and useful historical sketch of the history of the legal profession in the United States. The author's explanation of the inclusion of this material is that the Harvard